

Robert E. Kushner (REK-3578)
 Kevin J. Windels (KJW-5477)
 Stephen F. Willig (SFW-9847)
 D'AMATO & LYNCH, LLP
 70 Pine Street
 New York, New York 10270
 Phone: (212) 269-0927
 Facsimile: (212) 269-3559
 rkushner@damato-lynch.com
 kwindels@damato-lynch.com
 swillig@damato-lynch.com

Attorneys for Defendants

ILLINOIS NATIONAL
 INSURANCE COMPANY AND
 NATIONAL UNION FIRE INSURANCE
 COMPANY OF PITTSBURGH, PA.

UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK

-----	x	
In re	:	
	:	Chapter 11
REFCO. INC. et al.,	:	
Debtors.	:	Case No. 05-60006 (RDD)
	:	Jointly Administered
	:	
-----	x	Adv. Proc. No. 08-1129-rdd
TONE N. GRANT,	:	
	:	
Plaintiff,	:	
	:	
-against-	:	DESIGNATIONS OF ITEMS
	:	IN RECORD ON APPEAL
ILLINOIS NATIONAL INSURANCE	:	AND STATEMENT OF
COMPANY AND NATIONAL UNION FIRE	:	<u>ISSUES PRESENTED</u>
INSURANCE COMPANY OF PITTSBURGH,	:	
PA.,	:	
	:	
Defendants.	:	
-----	x	

Illinois National Insurance Company, the appellant on the appeal of a decision
 and order issued in adversary proceeding number 08-1129, by counsel, hereby respectfully

designates the following items to be included in the record on appeal, all of which are submitted herewith as exhibits hereto, and herein set forth the statement on the issues it intends to present on appeal:

ITEMS DESIGNATED

1. Plaintiff's Adversary Complaint is annexed as Exhibit A.
2. Plaintiff's motion for preliminary injunction, Exhibit B hereto.
3. Memorandum of Law of plaintiff Tone N. Grant in support of his motion to require defendants to pay defense costs, Exhibit C hereto.
4. Declaration of William Schreiner in support of motion to require defendants to pay defense costs, with exhibits, Exhibit D hereto.
5. Declaration of Norman L. Eisen in Support of Order to Show Cause, Exhibit E hereto.
6. Plaintiff's Order to Show Cause Shortening Notice of Plaintiff's motion, signed on March 11, 2008, Exhibit F hereto.
7. Affirmation of Kevin J. Windels in opposition, with exhibits, Exhibit G hereto.
8. Affidavit of Daniel FitzPatrick in opposition, with exhibits, Exhibit H hereto.
9. Memorandum of Law in opposition, Exhibit I hereto.
10. Letter to Judge Drain dated March 19, 2008 from Kevin J. Windels of D'Amato & Lynch, LLP, Exhibit J hereto.
11. Order granting motion to Tone N. Grant to require defendants to pay defense costs in the underlying action, entered on March 25, 2008, Exhibit K hereto.

12. Errata Order, entered on March 26, 2008, Exhibit L hereto.

13. Transcript of proceedings before the Court on March 20, 2008, Exhibit M hereto.

14. Notice of Appeal filed by Kevin J. Windels on behalf of Illinois National Insurance Company, Exhibit N hereto.

ISSUE PRESENTED

1. Was the Bankruptcy Court correct in granting the Application of Plaintiff Tone N. Grant for a Preliminary Injunction ordering Illinois National to advance Tone Grant's defense costs under the terms of the director and officer liability policy issued to Refco when the application for the policy, signed by Refco's president Philip Bennett, warranted that:

9. (a) No Director or Officer has knowledge or information of any act, error or omission, which might give rise to a claim under the proposed policy except as follows: (Attach complete details. If they have no such knowledge or information, check here: "none" X)
- (b) Neither the Applicant nor any of its Subsidiaries has knowledge or information of any act, error or omission which might give rise to a securities claim under the proposed policy except as follows: (Attach complete details. If they have no such knowledge or information, check here: "none" X)

It is agreed that with respect to Questions 9 and 10 above, if such knowledge, information or involvement exists, any claim or action arising therefrom is excluded from the proposed coverage;

and the application (containing representations material to the risk) was incorporated into the policy; where Bennett's unconditional and complete plea of guilty to all 20 counts of a

federal indictment against him by which he necessarily admitted the statements made in the application were false; where the claims against Grant for which he sought advancement of defense costs all arise out of the “facts and knowledge” withheld by the applicant; and where Grant was unable to demonstrate that any claim for which he sought advancement of defense costs was covered under the policy issued by Illinois National?

Dated: New York, New York
April 14, 2008

D'AMATO & LYNCH, LLP

By: s/Kevin J. Windels
Robert E. Kushner (REK-3578)
Kevin J. Windels (KFW-5477)
Stephen F. Willig (SFW-9847)
70 Pine Street
New York, New York 10270
(212) 269-0927
rkushner@damato-lynch.com
kwindels@damato-lynch.com
swillig@damato-lynch.com

Attorneys for Defendant-Appellant
ILLINOIS NATIONAL INSURANCE
COMPANY

TO: Norman L. Eisen, Esq.
ZUCKERMAN SPAEDER, LLP
1800 M Street, N.W.
Washington, D.C. 20036
(202) 778-1800

- and -

1540 Broadway
Suite 1604
New York, NY 10036
(212) 704-9600
neisen@zuckerman.com

Michael T. Hannafan, Esq.
Blake Tyler Hannafan, Esq.
HANNAFAN & HANNAFAN, LTD.
1 East Wacker Drive
Suite 1208
Chicago, Illinois 60601
(312) 527-0055
mth@hannafanlaw.com
bth@hannafanlaw.com

*Attorneys for Plaintiff-Respondent
Tone N. Grant*

Steven Wilamowsky, Esq.
Bingham McCutcheon, LLP
399 Park Avenue
New York, New York 10022
(212) 705-7000
Steven.Wilamowsky@bingham.com

Attorneys for the Plan Administrator